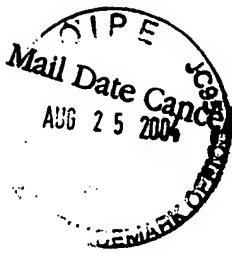


08-25-04

DACIFW



Glenn Patent Group  
3475 Edison Way, Suite L  
Menlo Park CA 94025  
Tel: 650 474 8400  
Fax 650 474 8401  
Customer Number 22,862

**Certificate of Transmission Under 37 C.F.R. §1.10**

Express Mail Label EV 189441790 US Date of Deposit: August 23, 2004

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, ATTN: Petitions, P.O. Box 1450, Alexandria, VA 22313-1450

Date of Deposit:	8/23/2004	Name of Person Making the Deposit:	Rhonda Dunn	Signature of the Person Making the Deposit:
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**In re application of:** Caplan, et al.

**Docket No.:** ISAA0025

**Serial No:** 10/697,907

**Art Unit:** 2123

**Filed:** October 29, 2003

**Examiner:** Unknown

**Title:** Method and Apparatus for Creating and Evaluating Strategies

August 23, 2004

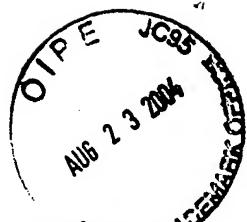
Commissioner for Patents  
Mail Stop Petitions  
PO Box 1450  
Alexandria VA 22313-1450

**Re: TRANSMITTAL OF REQUEST FOR RECONSIDERATION**

**Attached to this coversheet please find the following documents:**

- Petition for Reconsideration (2 sheets);
- Revised Declaration containing Aush Thaker's mailing address(5 sheets);
- Emails dated 7/23/2004 (2 sheets) and 8/17/2004 (2 sheets);
- Copy of Master Agreement For Consulting Services (15 pages);
- Copy of Addendum to Non-Disclosure Agreements and Non-Disclsoure Agreements (12 pages); and
- Return Postcard

**BEST AVAILABLE COPY**



**Certificate of Transmission Under 37 C.F.R. §1.10**

Express Mail Label EV 189441790 US

Date of Deposit: 8/23/2004

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the  
Commissioner of Patents and Trademarks, Mail Stop Petitions, P.O. Box 1450, Alexandria, VA 22313-1450

Rhonda Dunn  
Rhonda Dunn

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

[MSOffice1]

**In re application of:** Caplan, et al.

**Docket No.:** ISAA0025

**Serial No:** 10/697,907

**Art Unit:** 2123

**Filed:** October 29, 2003

**Examiner:** Unknown

**Title:** Method and Apparatus for Creating and Evaluating Strategies

August 23, 2004

Commissioner for Patents  
Mail Stop Petitions  
PO Box 1450  
Alexandria VA 22313-1450

**REQUEST FOR RECONSIDERATION**

Sir:

This Request is provided in response to the Dismissal, dated mailed June 22, 2004 of a petition under 37 CFR § 1.47(a) in the above-identified patent application.

The Petitions Attorney found that the Petitioner had failed to provide addresses for all inventors on the original Oath and Declaration filed July 30, 2004. Addresses missing from the Oath and Declaration were those of inventor's John Perlis and Aush Thaker.

Applicant contacted inventor's previous employer, Fair Isaac Corporation, assignee of record, to obtain inventor's addresses and citizenship. Applicant obtained the last known address for Mr. Thaker, however, the last known mailing address for Mr. Perlis was not located within the records of the Human Resource Department at Fair Isaac Corporation.

The last known home address for Aush Thaker is:

Aush Thaker.

2298 Pleasant Drive

Hercules, CA 94547

Citizenship: Unknown

Applicant has been unable to obtain the last known mailing address and citizenship for John Perlis.

1. Attached is an email showing attempts to locate the inventor's home mailing address and citizenship information.
2. Attached is the Master Agreement For Consulting Services dated 4/15/1999 signed by John H. Perlis.
3. Attached is the Addendum to Non-Disclosure Agreement 9/17/1995, and Non-Disclosure Agreement dated 3/20/1985 signed Aush Thaker.

Accordingly, Petitioner deems its evidentiary burden has been satisfied. The Petitions Attorney is therefore earnestly requested to grant the current Petition.

Respectfully Submitted,



Michael A. Glenn  
Reg. No. 30,176

Attorney Docker No. ISAA0025

AUG 23 2004

## DECLARATION FOR PATENT APPLICATION

As a below-named inventor, I hereby declare that:

My residence, post office address, and citizenship are as stated below next to my name;

I believe I am the original, first, and sole inventor (if only one name is listed below) or an original, first, and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

# **Method and Apparatus for Creating and Evaluating Strategies**

the specification of which (check one)        is attached hereto, or   X   was filed on   10/29/2003   as  
Application Serial No.   10/697,907   and was amended on        (if applicable).

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, Section 1.56(a).

I hereby claim foreign priority benefits under Title 35, United States Code, Section 119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

**Prior Foreign Application(s)**

Priority Claimed  
Yes  No

---

Number Country Day/Month/Year Filed

---

Number Country Day/Month/Year Filed

**POWER OF ATTORNEY:** As a named inventor, I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith:

MICHAEL A. GLENN, Reg. No. 30,176  
DONALD M. HENDRICKS, Reg. No. 40,355  
CHRISTOPHER PEIL, Reg. No. 45,005  
IVY Y. MEI, Reg. No. 46,925  
JULIA THOMAS, Reg. No. 52,283

**SEND CORRESPONDENCE TO:**

GLENN PATENT GROUP, 3475 Edison Way, Suite L, Menlo Park, CA 94025

I hereby claim the benefit under Title 35, United States code, Section 120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, Section 112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, Section 1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

Application Ser. No. \_\_\_\_\_ Filing Date \_\_\_\_\_ Status: Patented, Pending, Abandoned \_\_\_\_\_

=====

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of sole or first inventor: SCOTT MALCOLM CAPLAN

Inventor's signature \_\_\_\_\_ Date \_\_\_\_\_

Residence 6735 Ulster Court, Alpharetta, GA 30005

Post Office Address Same

Citizenship United States of America

Full name of second joint inventor: YEN FOOK CHANG

Inventor's signature \_\_\_\_\_ Date \_\_\_\_\_

Residence 72 Huntleigh Rd., Piedmont, Ca 94611

Post Office Address Same

Citizenship United States of America

Full name of third joint inventor: MICHAEL RAYMOND COHEN

Inventor's signature \_\_\_\_\_ Date \_\_\_\_\_

Residence 242 Lakeshore Court, Richmond, CA 94804

Post Office Address Same

Citizenship United States of America

Full name of fourth joint inventor: STUART CRAWFORD

Inventor's signature \_\_\_\_\_ Date \_\_\_\_\_

Residence 141 St. James Drive, Piedmont CA 94611

Post Office Address Same

Citizenship United States of America

Full name of fifth joint inventor: BRENDAN DEL FAVERO

Inventor's signature \_\_\_\_\_ Date \_\_\_\_\_

Residence 1414 Farragut Circle, Davis, CA 95616

Post Office Address Same

Citizenship United States of America

Full name of sixth joint inventor: DR. GERALD FAHNER

Inventor's signature \_\_\_\_\_ Date \_\_\_\_\_

Residence 819 Diablo Ave. #28, Novato, CA 94947

Post Office Address Same

Citizenship Germany

Full name of seventh joint inventor: ROBERT MUN-CHEONG FUNG

Inventor's signature \_\_\_\_\_ Date \_\_\_\_\_

Residence 2817 Almeria Street, Davis, CA 95616

Post Office Address Same

Citizenship United States of America

Full name of eighth joint inventor: ARTHUR BRUCE HOADLEY

Inventor's signature \_\_\_\_\_ Date \_\_\_\_\_

Residence: 2921 Regent Street, Berkeley, CA 94705

Post Office Address Same

Citizenship United States of America

Full name of ninth joint inventor: JUN HUA

Inventor's signature \_\_\_\_\_ Date \_\_\_\_\_

Residence 30 Via Holon Street, #11, Greenbrae, CA 94904

Post Office Address Same

Citizenship United States of America

Full name of tenth joint inventor: CHISOO S. LYONS

Inventor's signature \_\_\_\_\_ Date \_\_\_\_\_

Residence 329 Forbes Avenue, San Rafael, CA 94901

Post Office Address Same

Citizenship United States of America

Full name of eleventh joint inventor: JOHN PERLIS

Inventor's signature \_\_\_\_\_ Date \_\_\_\_\_

Residence \_\_\_\_\_

Post Office Address Same

Citizenship \_\_\_\_\_

Full name of twelfth joint inventor: NINA SHIKALOFF

Inventor's signature \_\_\_\_\_ Date \_\_\_\_\_

Residence 4 Knight Drive, San Rafael, CA 94901

Post Office Address Same

Citizenship United States of America

Full name of thirteenth joint inventor: GARY SULLIVAN

Inventor's signature \_\_\_\_\_ Date \_\_\_\_\_

Residence 4330 – 21<sup>ST</sup> Street, San Francisco, CA 94114

Post Office Address Same

Citizenship United States of America

Full name of fourteenth joint inventor: AUSH THAKER

Inventor's signature \_\_\_\_\_ Date \_\_\_\_\_

Residence 2298 Pheasant Drive, Hercules, CA 94547

Post Office Address Same

Citizenship \_\_\_\_\_

Full name of fifteenth joint inventor: ERIC C. WELLS

Inventor's signature \_\_\_\_\_ Date \_\_\_\_\_

Residence 1514 Virginia Street, Berkeley, CA 94703

Post Office Address Same

Citizenship United States of America

**Subject:** FW: ISAA0025 inventor info  
**Date:** Tue, 17 Aug 2004 08:05:35 -0500  
**From:** "Dobbs, Angela M (Angie)" <AngieDobbs@fairisaac.com>  
**To:** <rhonda@glenn-law.com>



We were unable to find the requested information on John Perlis and Aush Thaker.

-----Original Message-----

From: McClarin, Melissa K  
 Sent: Monday, August 16, 2004 7:41 PM  
 To: Woessner, Sandra E (Sandee)  
 Cc: Dobbs, Angela M (Angie)  
 Subject: RE: ISAA0025 inventor info

I cant find info on either one of these people in our old records.

Melissa McClarin | HR Department  
 Fair Isaac Corporation  
 p. 858.369.8345

This e-mail is for the designated recipient only and may contain privileged or confidential information. If you have received it in error, please notify the sender immediately and delete the original. Any other use of this e-mail is prohibited.

-----Original Message-----

From: Woessner, Sandra E (Sandee)  
 Sent: Monday, August 16, 2004 12:11 PM  
 To: McClarin, Melissa K  
 Cc: Dobbs, Angela M (Angie)  
 Subject: FW: ISAA0025 inventor info

Melissa, were you involved in gathering this information? I have no idea who these two guys are but I recall Keven asking us for information. I may be remembering this incorrectly, but I was thinking that Angie was unable to dig anything up. I know nothing about these two guys at all.

Hope you can help.

-----Original Message-----

From: Rhonda Dunn [mailto:rhonda@glenn-law.com]  
 Sent: Monday, August 16, 2004 1:59 PM  
 To: Woessner, Sandra E (Sandee)  
 Cc: Baxter, Keven F; Julie Thomas; Rhonda  
 Subject: ISAA0025 inventor info

Hi Sandy,

I have the mailing addresses for John and Aush. I also need their citizenship. Can you check Aush's employee records to see if he is a U.S. citizen?

For John, since he was a consultant, you may not be able to locate his citizenship, but please see if you can find that information.

Please send their citizenship information to me by August 20, 2004. The petition is due on 8/22/2004.

Thank you and please contact me if you have any questions.

Rhonda

"Baxter, Keven F" wrote:

> Sandy,  
 >  
 > Do you know if we have the mailing address for John Perlis and Aush  
 > Thaker? If so we need to provide it to a patent filing we are making.  
 >  
 > Thanks for any help you can provide, or if there is someone else I  
 > should talk to please feel free to pass on their name.

>  
> Keven  
>  
> Keven Baxter  
> Vice President, Legal  
> Fair Isaac Corporation  
> San Diego, California  
> Office: (858) 369-8148  
> Fax: (858) 369-8988  
>  
> -----Original Message-----  
> From: Rhonda Dunn [mailto:[rhonda@glennt-law.com](mailto:rhonda@glennt-law.com)]  
> Sent: Thursday, July 22, 2004 5:57 PM  
> To: Baxter, Keven F  
> Cc: Julie Thomas; Rhonda  
> Subject: ISAA0025 patent  
>  
> Dear Keven,  
>  
> The petition we filed for uncooperative inventors for ISAA0025 were  
not  
> accepted by the patent office because we did not include the mailing  
> addresses for John Perlis and Aush Thaker on the declaration. Do you  
> have their mailing addresses?  
>  
> Rhonda  
>  
> Glenn Patent Group  
> 3475 Edison Way, Suite L  
> Menlo Park, CA 94025  
> 650-474-8400 (Tel)  
> 650-474-8401 (Fax)  
> [Rhonda@glennt-law.com](mailto:Rhonda@glennt-law.com)  
>  
> This message is intended only for the individual to whom it is  
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> and may contain information that is confidential, privileged, or  
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> is without permission and contrary to law. If you receive this  
message  
> in error, please call 650-474-8400.

Rhonda Dunn  
Patent Administrator

Glenn Patent Group  
3475 Edison Way, Suite L  
Menlo Park, CA 94025  
650-474-8400 (Tel)  
650-474-8401 (Fax)  
[Rhonda@glennt-law.com](mailto:Rhonda@glennt-law.com)

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and contrary to law. If you receive this message in error, please call  
650-474-8400.

**Subject:** [Fwd: FW: ISAA0025 patent]  
**Date:** Fri, 23 Jul 2004 10:10:57 -0700  
**From:** Julie Thomas <julie@glenn-law.com>  
**Organization:** Glenn Patent Group  
**To:** Rhonda <rhonda@glenn-law.com>



**FYI**

Julie Thomas  
 Patent Agent

Glenn Patent Group  
 3475 Edison Way, Suite L  
 Menlo Park, CA 94025

julie@glenn-law.com  
 (650) 474-8400 vox  
 (650) 474-8401 fax

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**Subject:** FW: ISAA0025 patent  
**Date:** Fri, 23 Jul 2004 09:49:45 -0700  
**From:** "Baxter, Keven F" <KevenBaxter@fairisaac.com>  
**To:** "Julie Thomas" <julie@glenn-law.com>

Julie,

See information below.

Thanks Keven

Keven Baxter  
 Vice President, Legal  
 Fair Isaac Corporation  
 San Diego, California  
 Office: (858) 369-8148  
 Fax: (858) 369-8988

-----Original Message-----

From: Dobbs, Angela M (Angie)  
 Sent: Friday, July 23, 2004 9:34 AM  
 To: Baxter, Keven F  
 Subject: RE: ISAA0025 patent

Hi Keven-

The last address we have for Ashutosh Thaker is:  
 2298 Pheasant Drive  
 Hercules, CA 94547

Ashutosh termed in March of 2000, so I am not sure if this is still the right address.

I cannot find an address for John Perlis, we don't have one in the system because he was a Project Contractor.

Hope this helps a little.

Angie

-----Original Message-----

From: Baxter, Keven F  
 Sent: Friday, July 23, 2004 10:47 AM  
 To: Dobbs, Angela M (Angie)  
 Subject: FW: ISAA0025 patent

Angie,

Sandee referred you to me to help get the mailing address of two former employees: John Perlis and Ash Thaker. We need the addresses for a patent filing we are making.

Thanks for any help you can provide.

Keven

Keven Baxter  
 Vice President, Legal  
 Fair Isaac Corporation

San Diego, California  
Office: (858) 369-8148  
Fax: (858) 369-8988

-----Original Message-----

From: Woessner, Sandra E (Sandee)  
Sent: Friday, July 23, 2004 7:18 AM  
To: Baxter, Keven F  
Subject: Re: ISAA0025 patent

Kevin, check with Angie Dobbs, sh may be able to assist!

-----Original Message-----

From: Baxter, Keven F <KevenBaxter@fairisaac.com>  
To: Rhonda Dunn <rhonda@glennc.com>; Woessner, Sandra E (Sandee)  
<SWoessner@fairisaac.com>  
CC: Julie Thomas <julie@glennc.com>  
Sent: Thu Jul 22 20:08:51 2004  
Subject: RE: ISAA0025 patent

Sandy,

Do you know if we have the mailing address for John Perlis and Aush Thaker? If so we need to provide it to a patent filing we are making.

Thanks for any help you can provide, or if there is someone else I should talk to please feel free to pass on their name.

Keven

Keven Baxter  
Vice President, Legal  
Fair Isaac Corporation  
San Diego, California  
Office: (858) 369-8148  
Fax: (858) 369-8988

-----Original Message-----

From: Rhonda Dunn [mailto:[rhonda@glennc.com](mailto:rhonda@glennc.com)]  
Sent: Thursday, July 22, 2004 5:57 PM  
To: Baxter, Keven F  
Cc: Julie Thomas; Rhonda  
Subject: ISAA0025 patent

Dear Keven,

The petition we filed for uncooperative inventors for ISAA0025 were not accepted by the patent office because we did not include the mailing addresses for John Perlis and Aush Thaker on the declaration. Do you have their mailing addresses?

Rhonda

Glenn Patent Group  
3475 Edison Way, Suite L  
Menlo Park, CA 94025  
650-474-8400 (Tel)  
650-474-8401 (Fax)  
[Rhonda@glennc.com](mailto:Rhonda@glennc.com)

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Page 1 of 3 Pages  
Date of Amendment: July 24, 1995

## ADDENDUM TO NON-DISCLOSURE AGREEMENT

### INTRODUCTION

The Non-Disclosure Agreement (hereinafter referred to as the "Agreement") which the undersigned (hereinafter referred to as "Employee") previously entered into with Fair, Isaac and Company, Incorporated, a Delaware corporation, any and all of its subsidiary corporations and any and all affiliate corporations, partnerships or other entities (hereinafter referred to as "Fair, Isaac") is hereby amended as follows:

### AMENDMENTS

1. Information in tangible or intangible form pertaining to all current, past and future versions of the computer programs used by Fair, Isaac in predictive model development and data analysis including the weights optimization algorithm(s) embedded in the scorecard development process, any information, material, specifications, documentation, theories, ideas or development methodology relating to or derived from any of the foregoing or part thereof which is not otherwise known to the public is expressly deemed to be "Proprietary Information" as defined in the Agreement. The unauthorized use or disclosure of this Proprietary Information (hereinafter referred to as "Restricted Proprietary Information") would cause Fair, Isaac to suffer grave competitive disadvantage. Proprietary Information including Restricted Proprietary Information, as defined here and in the Agreement constitutes a trade secret of Fair, Isaac.
2. Employee shall maintain the Restricted Proprietary Information in strict confidence. Employee shall use the Restricted Proprietary Information solely to perform services for Fair, Isaac and not for his own benefit or for any other purpose. Employee shall disclose the Restricted Proprietary Information only to employees of Fair, Isaac having "need to know" the information to be disclosed in order to perform services for Fair, Isaac.

3. The Restricted Proprietary Information, all modification thereto or derivative thereof is and shall remain the sole property of Fair, Isaac and at the request of Fair, Isaac, Employee will cease use of the Restricted Proprietary Information and return to Fair, Isaac all Restricted Proprietary Information in his possession.
4. Employee shall not publish or disclose the results of any experiments or other use of the Restricted Proprietary Information without the prior written consent of Fair, Isaac.
5. Employee agrees to keep Fair, Isaac informed of all uses and disclosures made by Employee of the Restricted Proprietary Information.
6. Employee shall not sell, reveal, disclose or otherwise communicate directly or indirectly the Restricted Proprietary Information to any third person, company or institution whatsoever.
7. The limits here and in the Agreement on use and disclosure of the Proprietary Information and the Restricted Proprietary Information shall survive the termination of the Agreement and the termination of Employee's employment with Fair, Isaac and are enforceable at any time.
8. Employee agrees that remedies at law for breach or threatened breach of the provisions of the Agreement by Employee will be inadequate and that Fair, Isaac shall, in addition to any other rights which it may have, be entitled to equitable relief, including injunctive relief and specific performance or other appropriate remedy.
9. The Agreement may only be modified by writing signed by authorized representative of each of the parties. If any provision of the Agreement shall be held invalid or unenforceable, it shall be deemed to be severed from the Agreement and the remaining provisions shall remain in effect.

**NO FURTHER AMENDMENTS**

Except as expressly amended hereby, all of the terms and conditions of the Agreement shall remain in full force and effect.

**ACCEPTANCE**

Accepted for

For Fair, Isaac and Company,  
Incorporated

Aush Thaker

(Signature)

Martin Sleath

(Signature)

Name: Aush Thaker

Martin D. Sleath

Title: \_\_\_\_\_

Vice President

Date: September 17, 1995

September 18, 1995

AT 7/31/97

AT 4/3/2000



## NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into this 20<sup>th</sup> day of MARCH, 1984, between FAIR, ISAAC AND CO., INC., a California corporation, any and all of its subsidiary corporations and any and all affiliate corporations, partnerships, or other entities, referred to in this document as "FICO", and

ASHUTOSH M. THAKER,

referred to as "Employee".

### RECITALS

1. Employee desires employment by FICO, and FICO desires to employ Employee.
2. Throughout this Agreement the use of a male or female pronoun or any other sexually specific designation shall, where appropriate, be construed to include the other.
3. Employee desires to retain unimpaired by reason of his employment by FICO, his interest in, and FICO disclaims any interest in, any ideas or property in which Employee has any rights, established or claimed, that arose before the date of his employment by FICO that do not conflict with any right established or claimed before that date by FICO.
4. FICO desires to protect from damaging or potentially damaging disclosure any and all proprietary information used in or useful in its business.
5. Employee desires to safeguard any rights he may have or which he may develop in any idea, discovery, invention or any manifestation of any or all of these which neither results from nor is connected with the course of his employment by FICO, and FICO has no desire to infringe on any such rights.

### DEFINITIONS

1. The term "proprietary information" as used herein shall refer to all things tangible and intangible in which FICO has an actual or claimed property or other right and shall include, but not necessarily be limited to, ideas, inventions, discoveries, computer languages, computer programs, information of

any type stored in computer usable form, records, files, drawings, documents, equipment, lists of customers, either current, past, or prospective, mailing or address lists, or marketing or sales plans, not otherwise known to the public, and irrespective of whether any or all of these shall be protected by copyright, patent, or any other process.

2. The term "Third Party" as used in this Agreement shall be construed to mean any person, corporation, partnership, or other association of any type, formal or informal, that is neither the Employee nor FICO.

#### COVENANTS

In consideration of the mutual promises herein contained, we agree as follows:

1. Employee shall hold in a fiduciary capacity for the benefit of FICO all proprietary information obtained by Employee from FICO or developed by him in the course of his employment by FICO, which is not generally known to the public. Employee shall not, during the course of his employment by FICO, or after the termination of such employment, employ for his own benefit or the benefit of any third party any proprietary information of FICO.

Employee agrees that at no time during or following his employment by FICO will he communicate to others either directly or indirectly any proprietary information of FICO. Nothing in this paragraph shall be construed to prohibit normal social or business discourse or other communication not detrimental to the interests of FICO.

All proprietary information of FICO which Employee shall prepare, use, or come into contact with during the course of his employment by FICO shall remain FICO's sole property and shall not be removed from FICO's premises without the authorization of FICO.

2. Except for any inventions qualifying as exclusions under Section 2870 of the California Labor Code, a copy of which is set forth in Paragraph 5 of these Covenants, Employee shall hold in a fiduciary capacity for the benefit of FICO any ideas, inventions, discoveries, computer languages, computer programs, information of any type stored in computer usable form, records, files, drawings, documents, equipment, lists of customers, either current, past, or prospective, or mailing or address lists, or marketing or sales plans, not otherwise known to the public, and irrespective of whether any or all of these shall be protected by copyright, patent, or any other process, which Employee shall make, discover, or develop, alone or in company with others in the course of his employment at FICO. Any such material automatically becomes proprietary information of FICO and shall be disclosed to FICO promptly upon being made, discovered, or developed, as the case may be.

3. Any ideas or materials made, discovered, or developed, either alone or in conjunction with others, as set forth in Paragraph 2 of this Section, Covenants, other than any such exempted under Section 2870 of the California Labor Code, shall be the sole property of FICO, and Employee hereby without reservation assigns them to FICO.

In the event that any invention shall be deemed by FICO to be patentable, Employee shall, at the sole expense of FICO, assist FICO to obtain a patent or patents thereon and shall do all things necessary or proper to obtain Letters Patent and to vest FICO with full title thereto. Employee shall receive, in addition to any salary or wages paid to Employee during the period of his employment, the sum of \$200.00 upon the filing of each United States patent application by FICO on any invention produced by Employee either solely or jointly with others.

FICO may elect at any time after the disclosure by an Employee of any material covered by Paragraph 2 of this Section, Covenants, to renounce its interest in said material, in which case Employee may proceed either solely or with others to make application for a patent or patents covering the disclosed materials. In the event FICO shall elect not to file an application for a patent on an invention or discovery of Employee, made either solely or jointly with others, within one year of the disclosure of such invention or discovery, as set forth in Paragraph 2 of this Section, Covenants, and if FICO continues to so elect for a further sixty days following written notice by Employee to the President of FICO of the intention of Employee to file for a patent unless FICO acts to do so, Employee shall have the right to file and to prosecute applications for patents upon any such invention at Employee's own expense and FICO renounces any and all rights in the subject matter of the patent application, whether or not the patent is eventually granted.

4. FICO hereby acknowledges and informs Employee that this Agreement does not apply to any invention which fully qualifies under California Labor Code Section 2870. The applicable Labor Code paragraphs follow:

S.2870 Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, and (a) which does not relate (1) to the business of the employer or (2) to the employer's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this state and is to that extent void and unenforceable.

S.2871 No employer shall require a provision made void and unenforceable by Section 2870 as a condition of employment or continued employment. Nothing in this article shall be construed to forbid or restrict the right of an employer to provide in contracts of employment for disclosure, provided that any such disclosures be received in confidence, of all of the employee's inventions made solely or partly with others during the term of his or her employment, a review process by the employer to determine such issues as may arise, and for full title to certain patents and inventions to be in the United States, as required by contracts between the employer and

the United States or any of its agencies.

S.2872 If an employment agreement entered into after January 1, 1980 contains a provision requiring the employee to assign or offer to assign any of his or her rights in any invention to his or her employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention which qualifies fully under the provisions of Section 2870. In any suit or action arising thereunder, the burden of proof shall be on the employee claiming the benefits of its provisions.

5. The inventions, information, and data listed or identified in Attachment A are excluded from this Agreement, being material to which Employee had or claimed an interest before the time of his employment by FICO, and FICO disclaims any rights in the materials identified in Attachment A.

6. At no time shall Employee use in the course of his employment by FICO any secret or confidential information of any third party unless such use is authorized in writing by such party. Unauthorized use may be cause for discharge of Employee from FICO.

7. Neither FICO nor Employee shall have the right to assign this Agreement or any right or obligation hereunder; provided, however, that upon the sale of all or substantially all of the assets, business, and goodwill of FICO to another, or upon the merger of FICO with another corporation, this Agreement shall inure to the benefit of and be binding on Employee and the purchaser of such assets or business or goodwill, or surviving corporation of such merger or consolidation, as the case may be, in the same manner and to the same extent as though such purchaser or other corporation were FICO.

8. Employee agrees that all materials received from FICO by reason of his employment by FICO are the property of FICO and shall be returned to FICO upon termination of employment or at earlier request of FICO. Employee shall not deliver, reproduce, or in any way allow such materials to be delivered or used by any third parties without specific direction or consent of FICO.

9. This Agreement shall continue in effect until terminated by mutual agreement of FICO and Employee.

10. In the event that any of the terms or provisions herein shall violate any statutory provision or may be otherwise unlawful or inoperative, it is the intent and desire of the parties that this Agreement operate and be in full force and effect insofar as it does not so violate said statutory provision or is otherwise lawful and that this Agreement be carried out as far as possible and as consistent with its tenor and effect.

11. FICO and Employee agree that the services of Employee to be provided hereunder are of a special, unique, unusual, extraordinary, and intellectual character, which give them peculiar value. Accordingly, FICO and Employee agree that in addition to any right FICO may have to maintain an action at law

for breach of this Agreement, FICO shall have the right to seek redress by way of specific performance, injunction, or other appropriate remedy.

Upon signature of this Agreement by Employee, and in consideration thereof, and all other qualifying requirements being met, FICO agrees to employ Employee.

IN WITNESS WHEREOF, we have executed this Agreement as to the day and year first above written.

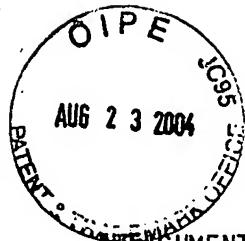
FAIR, ISAAC AND CO, INC.

By Leslie Yellen

Ashley Thaler  
EMPLOYEE

AT 7/31/97

AT 4/3/2000



ATTACHMENT "A" TO NON-DISCLOSURE AGREEMENT

The following list of inventions, information, and data is provided pursuant to Paragraph 5 of Section COVENANTS, in the Non-Disclosure Agreement between FICO and the undersigned Employee. If there are no entries to be made, so state. Use additional pages as needed. Indicate below total number of pages used.

Total pages  
in Attachment A: \_\_\_\_\_

Employee \_\_\_\_\_

Date: \_\_\_\_\_

For Fair, Isaac and Co., Inc.



NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, entered into this 12<sup>th</sup> day of JULY,  
1982, by and between FAIR, ISAAC AND CO., INC., hereinafter called "FICO", and  
ASHUTOSH M. THAKER, hereinafter called "Employee";

WITNESSETH:

WHEREAS, Employee desires to enter the employment of FICO; and,

WHEREAS, FICO desires to protect its rights under existing and future patents and to prevent disclosure of patent information and other confidential or secret processes or material used in or useful in its business;

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is agreed:

1. Employee shall hold in a fiduciary capacity for the benefit of FICO all secret or confidential information, knowledge, or data of FICO obtained by Employee during his employment by FICO, which shall not be generally known to the public or recognized as standard practice (whether or not developed by Employee) and shall not, during his employment, or after the termination of such employment, communicate or divulge any such information, knowledge, or data to any person, firm, or corporation other than FICO or persons, firms, or corporations, designated by FICO. All records, files, drawings and documents, equipment, computer programs, proprietary statistical methods, programming languages, and other products, processes or devices developed or invented by FICO relating to FICO business which Employee shall prepare or use, or come into contact with, shall be and remain FICO's sole property, and shall not be removed from FICO's premises without its written consent.

2. Employee shall hold in a fiduciary capacity for the benefit of FICO and will disclose fully to FICO immediately upon origination or acquisition thereof, any and all inventions, ideas, discoveries, improvements, computer programs, proprietary statistical methods, programming languages, and other products, processes or devices made, discovered, or developed by Employee solely, or jointly with others or otherwise, which may be directly or indirectly useful in, or relate to the composition, manufacture, production, sale, application or use of, any or all compounds or products in any way related to, or useful to the business of FICO or its affiliates, or within the scope of its or their research or development work. All such inventions, ideas, discoveries, improvements, computer programs, proprietary statistical methods, programming languages, and other products, processes or devices shall be the sole and exclusive property of FICO. In the event any such inventions, ideas, discoveries, improvements, computer programs, proprietary statistical methods, programming languages, and other products, processes or devices shall be deemed by FICO to be patentable, Employee shall, at the expense of FICO assist FICO to obtain a patent or patents thereon and shall execute all documents and do all other things necessary or proper to obtain Letters Patent and to vest FICO with full title thereto.

3. Employee agrees that at no time following his employment will he communicate either directly or indirectly (a) any business affairs of FICO or its affiliates, (b) any technical information gained by him while in FICO's employ in which FICO or

its affiliates have a proprietary interest, (c) the names of any of the customers of FICO or any of its affiliates, or (d) any other information not generally available to the public relating to the business, affairs, or products of FICO or its affiliates.

4. At no time shall Employee use in his employment by FICO any secret or confidential information of any person, firm, or corporation other than FICO or an affiliate of FICO obtained by Employee during his employment by such person, firm or corporation, other than FICO or an affiliate of FICO and which shall not be generally known to the public or recognized as standard practice. Any such use by Employee of the said secret or confidential information of a person, firm or corporation, other than or an affiliate of FICO shall be cause for discharge of such Employee by FICO.

5. Neither of the parties hereto shall have the right to assign this Agreement or any rights or obligations hereunder; provided, however, that upon the sale of all or substantially all of the assets, business, and good will to another corporation, or upon the merger of FICO with another corporation, this Agreement shall inure to the benefit of and be binding on Employee and the corporation purchasing such assets or business or good will, or surviving such merger or consolidation, as the case may be, in the same manner and to the same extent as though such other corporation were FICO.

6. The parties hereto agree that the services of Employee to be provided hereunder are of a special, unique, unusual, extra-ordinary, and intellectual character, which give them peculiar value. Accordingly, the parties agree that in addition to any right FICO may have to maintain an action at law for breach of this Agreement, FICO shall have the right to seek redress by way of specific performance, injunction or other appropriate remedy.

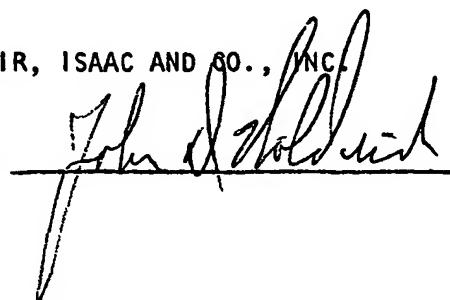
7. This contract shall continue in effect until terminated by mutual agreement of the parties.

8. Upon signature of this Agreement by Employee, and in consideration thereof, FICO agrees to employ Employee.

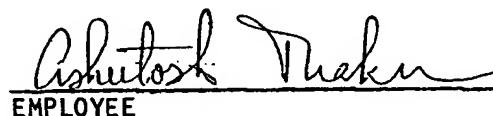
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as to the day and year first above written.

FAIR, ISAAC AND CO., INC.

BY



EMPLOYEE





MEMO

TO: All Personnel  
FROM: EML  
DATE: September 6, 1977  
SUBJECT: Statement on Confidentiality of Information from Customers

The following paragraphs appear in the contracts FICO enters with our Customers. It is important that every employee of the Company understand the confidential nature of the information provided to us. It is also important that we be able to assure our Customers that all our employees understand that the data we are shown is confidential and that it is not to be released or disclosed by FICO. To this end, we are asking all employees to read the section of the contract given below and to sign the accompanying statement. If you have any problem with signing this statement, please see E. Lewis at your earliest opportunity.

Confidentiality. All material, records, and other data provided by Customer to FICO are provided solely for the purpose of performing the work called for under this Agreement. FICO asserts no right or title to, nor other interest in any information supplied by Customer for the purposes of this Agreement.

FICO recognizes the highly confidential nature of the information provided by Customer, and FICO or its employees will not release or disclose this information or any part of it to anyone except as may be necessary for the performance of this Agreement. All FICO employees are aware of the confidential nature of the information provided to FICO by all customers and of their obligation to maintain confidentiality.

FICO acknowledges that failure to maintain the confidentiality of information provided by Customer to FICO may result in loss to Customer. FICO agrees to indemnify Customer and to hold Customer harmless from and against any claim, loss, or expense that Customer or any of its contractors may suffer as a result of negligent failure on the part of FICO to maintain the confidentiality of any information provided by Customer, provided, however, that FICO has no obligation to safeguard any material provided by Customer if such material is a) publicly available; b) already in FICO's possession or known to FICO; or c) was rightfully obtained by FICO from third parties, and provided further, that FICO shall not be deemed to have improperly revealed information if such information is provided to any party in compliance with a lawful order from any court or any body empowered to issue such an order.

I hereby state that I am aware of the confidential nature of the information provided to FICO by all customers and that I understand my obligation to maintain confidentiality.

Ashutosh Thaker  
(Signature)

Date: JULY 12, 1982

AT. 7/31/97  
AT. 1/3/2000



Consulting Agreement  
April 1, 1999  
Page 1 of 8

### MASTER AGREEMENT FOR CONSULTING SERVICES

This Agreement between Fair, Isaac and Company, Incorporated and any and all of its subsidiary corporations and any and all affiliate corporations, partnerships, or other entities, referred to in this document as "Fair, Isaac", ("Fair, Isaac") and John H. Perlis ("Consultant") is made with reference to the following:

#### 1. Purpose

Fair, Isaac desires to retain the services of Consultant. The nature and extent of the work to be performed by Consultant and the compensation to be paid to Consultant therefor in connection with each project to be undertaken hereunder will be described in detail in a Work Statement referencing this Agreement and executed by both Fair, Isaac and Consultant. All services to be provided under this Agreement by Consultant shall be as an independent contractor, as set forth in Section 5. If Fair, Isaac requests services in addition to those described in a Work Statement, an amended Work Statement shall be executed which describes such additional services, the consulting fee therefor when such services shall be performed and any other material matters with respect thereto.

#### 2. Term

This Agreement shall become effective when executed by both Fair, Isaac and Consultant and shall remain in effect from April 1, 1999 through March 31, 2000 (the "Initial Term") unless otherwise provided in a Work Statement or unless sooner terminated pursuant to Section 12 (Termination and Cancellation). Thereafter, the term of this Agreement shall be automatically extended by one (1) year on the same terms as set forth herein ("Renewal Term") unless either party, provides written notice to the other party, that it elects not to extend the term of this Agreement at least ninety (90) days prior to the expiration of the Initial Term or the current Renewal Term. The Initial Term and Renewal Term(s) are collectively referred to as the "Term." The provisions of Sections 6, 7, 8 and 9 herein shall survive any termination of this Agreement.

#### 3. Compensation

In consideration of the services to be performed by Consultant, Fair, Isaac will pay Consultant the amounts specified in each Work Statement issued hereunder. Unless otherwise stated in the pertinent Work Statement, Consultant will be paid at the hourly rate of U.S.\$125.00 per hour. In addition Fair, Isaac will reimburse Consultant for reasonable travel expenses incurred by Consultant in connection with Consultant's performance of the Work Statement(s) issued hereunder for travel that is pre-approved by Fair, Isaac. Except as set forth below in Subsections 3.1 and 3.2, Consultant shall not be entitled to any other compensation of any kind unless such compensation is specifically approved in advance by Fair, Isaac.

Consulting Agreement  
April 1, 1999  
Page 2 of 8

**3.1 Minimum Fees**

If the total consulting fees paid to Consultant during the Initial Term, or any Renewal Term, under all Work Statements issued hereunder, whether for hourly or fixed fee services, is less than U.S. \$85,000.00, then subject to the terms of this Agreement, within thirty (30) days after receipt of an invoice from Consultant for such shortfall, Fair, Isaac shall pay Consultant the amount of such shortfall.

**3.2 Right of First Refusal Compensation**

During the Term, Consultant hereby grants to Fair, Isaac the right of first refusal on Consultant's services and ideas, as well as the right to prohibit Consultant from providing services which relate in any way to services to be provided to Fair, Isaac, or to the business or prospective business of Fair, Isaac to others or from disclosing his ideas for any software, products, services or business or improvement or enhancement of such ("Ideas") to other(s) or using Idea(s) alone (all of which are collectively referred to as the "Right of First Refusal"). Accordingly, Consultant agrees that during the Term: he shall not perform any services whatsoever for any person or entity other than Fair, Isaac without first obtaining Fair, Isaac's prior written consent, which consent shall not be unreasonably withheld; and, that he shall not disclose to third parties or otherwise take action on any Ideas alone or with others, without first obtaining Fair, Isaac's prior written consent, which consent shall, as more fully described below in this Section 3.2, not be unreasonably withheld. Fair, Isaac will make good faith effort to respond to Consultant within seven calendar days of the date consent is requested by Consultant.

If Fair, Isaac is offered the Right of First Refusal on an Idea, which offer must be in writing, delivered to the Chief Executive Officer of Fair, Isaac, and elects to pursue that Idea, the parties agree to put forth best efforts to promptly reach agreement on the definitive terms for commercializing or utilizing that Idea. The definitive terms upon which that Idea shall be used or commercialized shall be set forth in Work Statement(s) hereto or separate agreement between the parties (referred to for purposes of this Section 3.2 as the "Final Contract").

Fair, Isaac will be deemed to have elected not to pursue an Idea if: Fair, Isaac affirmatively elects not to pursue commercializing or otherwise utilizing that Idea within 30 calendar days of the date that Fair, Isaac was offered the Right of First Refusal on that Idea by Consultant; Fair, Isaac fails to reply to the Right of First Refusal on that Idea within 30 calendar days of the date that Fair, Isaac was offered the Right of First Refusal on that Idea by Consultant; or, the parties fail to mutually agree upon and execute the Final Contract for that Idea within three months of the date that Fair, Isaac informed Consultant of its election to pursue that Idea.

If Fair, Isaac is so offered the Right of First Refusal on an Idea but elects not to pursue that Idea, then Fair, Isaac agrees that it shall not unreasonably withhold its consent to Consultant disclosing to third parties or otherwise taking action on that same Idea if it is a "Consultant Independently Developed Idea." The term "Consultant Independently Developed Idea" is here

Consulting Agreement  
April 1, 1999  
Page 3 of 8

defined to mean an Idea developed by Consultant after September 30, 1998 for which Idea Consultant can show that it was developed without any use of any equipment, supplies, facility, or trade secret or proprietary information of Fair, Isaac, that it was developed entirely on Consultant's own time, and that it does not result from any work performed by Consultant for Fair, Isaac either in his former capacity as an employee or as a consultant. Notwithstanding any contrary provision contained in this Agreement or any of the attachments hereto all of which are incorporated herein by reference, including the Non-Disclosure and Assignment of Inventions Agreement (hereinafter referred to as "Non-Disclosure Agreement"), Consultant shall not be required to assign or offer to assign to Fair, Isaac any of his rights in any Consultant Independently Developed Idea which Fair, Isaac elected not to pursue after being offered the Right of First Refusal to do so by Consultant in accordance with this Agreement.

In consideration of Fair, Isaac's receipt of this Right of First Refusal from Consultant, subject to Consultant's compliance with the terms of this Agreement, during each year of the Term, Fair, Isaac shall pay Consultant an annual \$25,000.00 Right of First Refusal fee, payment of which shall be made on a quarterly pro-rata basis.

Consultant hereby agrees that Fair, Isaac may in writing elect to have Consultant continue to grant it the Right of First Refusal for one year following expiration or termination of the Term. Consultant hereby grants this Right of First Refusal to Fair, Isaac for one year following expiration or termination of the Term of this Agreement, upon receipt of written continuation election from Fair, Isaac. In consideration of Fair, Isaac's receipt of this additional year's Right of First Refusal from Consultant, subject to Consultant's compliance with the terms of this Agreement, Fair, Isaac shall pay Consultant a \$25,000.00 Right of First Refusal fee, payment of which shall be made on a quarterly pro-rata basis during the year following the expiration or termination of the Term.

**4. Invoices and Payments**

Unless otherwise stated in the pertinent Work Statement, Consultant will invoice Fair, Isaac upon completion of services referenced in the Work Statement. Invoice will include a detailed description of services performed. Invoice payment is due ten (10) calendar days after receipt by Fair, Isaac. Checks are to be made payable to Consultant.

Consulting Agreement  
April 1, 1999  
Page 4 of 8

**5. Independent Contractor**

In performing services hereunder, Consultant shall at all times remain an independent contractor and shall not be considered to be an agent or employee of Fair, Isaac for any purposes. Consultant acknowledges and agrees that he retired from his position as an employee of Fair, Isaac effective October 1, 1998; that his only rights to Fair, Isaac benefits are as a retiree; and that none of his work under this Agreement will be as an employee, nor will it entitle him to any salary, bonus or benefits which Fair, Isaac provides to its employees. Fair, Isaac shall not withhold any taxes from nor make any contributions to social security and unemployment compensation with respect to payments to Consultant hereunder and Consultant shall not be entitled to any benefits Fair, Isaac may provide for its employees. Consultant's services will have to be completed on time and to the satisfaction of Fair, Isaac; however, the actual details of the services shall be under Consultant's control. If necessitated by the nature of the services, Fair, Isaac shall provide reasonable working space and access to its equipment as may be reasonably required. The services shall be performed in accordance with this Agreement and any Work Statement issued hereunder, and in accordance with such requirements or restrictions as may be lawfully imposed by governmental authorities. Consultant shall also comply at his expense with all applicable provisions of workers' compensation laws, unemployment compensation laws, federal social security law, the Fair Labor Standards Act, and all other applicable federal, state and local laws and regulations relating to terms and conditions of employment required to be fulfilled by employers, for any employees he may retain to assist in the services to be provided under any Work Statement.

**6. Work Product to be Property of Fair, Isaac**

All proposals, research, records, reports, work notes, recommendations, innovations, Ideas, manuals, findings, evaluations, forms, reviews, information, data, software and written documentation or material ("Materials") originated or prepared by Consultant for and in the performance of the services hereunder shall become the exclusive property of Fair, Isaac. As set forth in the Non-Disclosure Agreement attached hereto as Exhibit A, Consultant hereby assigns all right, title and interest in and to all such Materials, including but not limited to all patent and copyright rights to Fair, Isaac which shall have the sole right to publish, distribute or use the Materials.

**7. Infringement Indemnity**

Consultant, at his expense, shall indemnify Fair, Isaac from and defend or settle any claim or action brought against Fair, Isaac to the extent that it is based on a claim that any services or Materials furnished hereunder infringed a patent, copyright, trademark, service mark, trade secret, or other legally protected proprietary right. Consultant shall pay all costs, fees, (including attorneys' fees) and damages which may be incurred by Fair, Isaac for any such claim or action the settlement thereof.

Consulting Agreement  
April 1, 1999  
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**8. Confidentiality**

In order that Consultant may assist Fair, Isaac more effectively, Fair, Isaac may disclose to Consultant certain information which is not then generally known to the public relating to Fair, Isaac's past, present, or future products, services, software, research, marketing, development or business activities (all hereinafter referred to as "Confidential Information"). The parties agree that all Confidential Information is the trade secret information of Fair, Isaac. Except as authorized by Fair, Isaac, Consultant will not directly or indirectly use, disseminate, lecture upon, publish, or disclose in any way, any of the Confidential Information disclosed to Consultant through research or other means pursuant to the services provided hereunder. Consultant shall use all commercially reasonable security measures to maintain the Confidential Information as strictly confidential. Furthermore, Consultant agrees to sign and abide by the terms set forth in the Non-Disclosure Agreement, containing Customer Information Confidentiality Provisions (attached hereto as Exhibit A).

**9. Conflict of Interest**

This Agreement is intended to secure to Fair, Isaac Consultant's assistance and cooperation and shall operate to preclude Consultant from performing services for others during the term of this Agreement which would result in a conflict of interest or a risk of disclosure or use of Confidential Information. In the event that Consultant proposes to undertake to provide services to any entity other than Fair, Isaac during the Term, Consultant shall promptly, and before Consultant commences the performance of such services, so notify Fair, Isaac so that Fair, Isaac may determine whether such services would violate this Agreement. If Fair, Isaac determines that the services would be a conflict of interest or a risk of disclosure or use of Confidential Information, Fair, Isaac may, at its option, seek judicial enforcement of this Agreement or terminate this Agreement and any Work Statements.

**10. Publicity**

Consultant shall submit and obtain Fair, Isaac's consent before using any advertising, sales promotion, press releases and other publicity relating to this Agreement or any Work Statement issued hereunder or the services performed hereunder or thereunder wherein Fair, Isaac's name or trademark is mentioned or inferred.

**11. Assignment**

Consultant may not assign this Agreement or any Work Statement issued hereunder or subcontract its obligations hereunder without the prior written consent of Fair, Isaac.

**12. Termination and Cancellation**

Fair, Isaac may terminate any Work Statement hereunder upon giving thirty (30) calendar days prior written notice thereof to Consultant. If either party materially violates any of its obligations under this Agreement or the applicable Work Statement, the non-breaching party shall have the right, in addition to any recourse to legal or equitable remedies for such breach,

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to, upon thirty days prior written notice to the other, cancel this Agreement or the applicable Work Statement, unless such breach is fully cured within the thirty (30) notice period. Upon such termination or cancellation of this Agreement by Fair, Isaac, Fair, Isaac shall have no liability to Consultant except for charges for services performed by Consultant and accepted by Fair, Isaac prior to Consultant's receipt of notice of termination or cancellation.

**13. No License Granted**

No license, express or implied, under any patents or copyrights are granted hereunder by Fair, Isaac to Consultant.

**14. Compliance with Laws**

Consultant agrees that it will comply with all applicable laws, including federal, state, and local laws, regulations and codes in the performance of this Agreement and any Work Statement hereunder. Consultant further agrees to indemnify Fair, Isaac for any loss or damage that may be sustained by reason of Consultant's performance hereunder or failure to comply with such federal, state and local laws, regulations and codes in the performance of this Agreement and any Work Statement hereunder.

**15. Entire Agreement**

This Agreement, the documents referenced herein and the Work Statement and Non-Disclosure Agreement appended hereto constitute the entire agreement between Consultant and Fair, Isaac concerning the performance of services as described herein. No waiver, alteration or modification of any of the provisions of this Agreement nor any additions thereto shall be binding unless evidenced by a document in writing signed by Consultant and Fair, Isaac.

Consulting Agreement  
April 1, 1999  
Page 7 of 8

**16. Notices**

All requests for consent, Right of First Refusal offers and notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by mail, postage prepaid to the principal offices of the parties as follows:

If to Fair, Isaac, to:

Fair, Isaac Officer who signed the applicable Work Statement  
Fair, Isaac and Company, Inc.  
120 North Redwood Drive  
San Rafael, CA 94903

With copy to:

General Counsel  
Fair, Isaac and Company, Inc.  
120 North Redwood Drive  
San Rafael, CA 94903

and if to the Consultant, to:

John H. Perlis  
419 D Street  
Petaluma, CA 94952

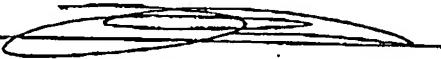
The address to which or the person to whom notice is to be given may be changed from time to time by either party by notice to the other party.

Consulting Agreement  
April 1, 1999  
Page 8 of 8

17. State Law

The Agreement shall be interpreted under and be governed by the laws of the State of California.

Consultant

By: 

Name: John H. Perlis

Date: 4/2/99

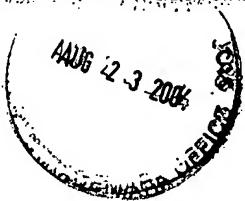
Fair, Isaac and Company, Incorporated  
120 North Redwood Drive  
San Rafael, California 94903

By: Larry E. Rosenberger

Name: Larry E. Rosenberger

Title: President and CEO

Date: 4/5/99



## NON-DISCLOSURE AND ASSIGNMENT OF INVENTIONS AGREEMENT

THIS AGREEMENT is entered into this 2<sup>nd</sup> day of April, 1999, between Fair, Isaac and Company, Incorporated, a Delaware corporation, any and all of its subsidiary corporations and any and all affiliate corporations, partnerships, or other entities, referred to in this document as "Fair, Isaac", and John H. Perlis, hereinafter referred to as "Consultant".

### RECITALS

1. Consultant desires to be engaged by Fair, Isaac, and Fair, Isaac desires to use Consultant's services.
2. Throughout this Agreement the use of a male or female pronoun or any other sexually specific designation shall, where appropriate, be construed to include the other.
3. Fair, Isaac desires to protect from damaging or potentially damaging disclosure of any and all proprietary information used in or useful in its business.
4. Consultant desires to safeguard any rights he may have or which he may develop in any idea, discovery, invention or any manifestation of any or all of these which neither results from nor is connected with the course of his engagement by Fair, Isaac and Fair, Isaac has no desire to infringe on any such rights.

### DEFINITIONS

1. The term "proprietary information" as used herein shall refer to all things tangible and intangible in which Fair, Isaac has an actual or claimed property or other right and shall include, but not necessarily be limited to, ideas, inventions, discoveries, computer languages, computer programs, information of any type stored in computer usable form, any data, information, program or materials input on a FICO computer, records, files, drawings, documents, equipment, lists of customers, either current, past, or prospective, mailing or address lists, or marketing or sales plans, not otherwise known to the public, and irrespective of whether any or all of these shall be protected by copyright, patent or any other process.
2. The term "Third Party" as used herein shall mean any person, corporation, partnership, or other association of any type, formal or informal, that is neither the Consultant nor Fair, Isaac.

### COVENANTS

In consideration of the mutual promises contained herein, we agree as follows:

1. Consultant shall hold in a fiduciary capacity for the benefit of Fair, Isaac all proprietary information obtained by Consultant from Fair, Isaac, which is not generally known to the public. Consultant shall not, during the course of his engagement by Fair, Isaac, or after the termination of such engagement, employ for his own benefit or the benefit of any third party any proprietary information of Fair, Isaac.

Consultant agrees that at no time during his engagement by Fair, Isaac, will he communicate to others, either directly or indirectly, any proprietary information of Fair, Isaac nor will he deliver, disclose, reproduce or in any way allow any proprietary information of Fair, Isaac to be disclosed, delivered or used by any third parties without the specific direction or written consent of Fair, Isaac. Consultant further agrees that at no time following his engagement by Fair, Isaac, will he communicate to others, either directly or indirectly, nor will he deliver, disclose, reproduce or in any way allow any proprietary information of Fair, Isaac to be disclosed, delivered or used by any third parties without the written consent of Fair, Isaac.

All proprietary information of Fair, Isaac which Consultant shall prepare, use or come into contact with during the course of his engagement by Fair, Isaac shall remain Fair, Isaac's sole property and shall not be removed from Fair, Isaac's premises without the authorization of Fair, Isaac and shall be immediately returned along with all copies thereof, to Fair, Isaac upon termination of the engagement or earlier upon Fair, Isaac's request.

2. Except for any inventions qualifying as exclusions under Section 2870 of the California Labor Code, Consultant hereby without reservation assigns Fair, Isaac all rights, title and interest in and to any original works of authorship, ideas, inventions, improvements, discoveries, computer languages, computer programs, information of any type stored in computer usable form, records, files, drawings, documents, equipment, original works of authorship, lists of customers, either current, past or prospective, or mailing or address lists or marketing or sales plans, not otherwise known to the public (hereinafter designated "innovations") and irrespective of whether any or all of these innovations shall be protected by copyright, patent, or any other process, which consultant shall make, discover, or develop, alone or in company with others in the course of or arising out of his engagement at Fair, Isaac. Any such innovations shall be the sole property of Fair, Isaac; shall automatically become

proprietary information of Fair, Isaac; and, shall be disclosed to Fair, Isaac promptly upon being made, discovered, or developed, as the case may be.

3. Any innovation made, discovered or developed, either alone or in conjunction with others, as set forth in Paragraph 2 of this Section, Covenants, other than any such exempted under Section 2870 of the California Labor Code, shall be the sole property of Fair, Isaac and Consultant hereby without reservation assigns all rights, title and interest in and to them to Fair, Isaac.

In the event that any innovations shall be deemed by Fair, Isaac to be patentable or copyrightable Consultant shall, at the sole expense of Fair, Isaac, assist Fair, Isaac to obtain a copyright, patent or patents thereon and shall promptly do all things necessary or proper to obtain a copyright registration or Letters Patent and to vest Fair, Isaac with full title thereto. Consultant shall receive, in addition to any salary or wages paid to Consultant during the period of his engagement, the sum of \$200.00 upon the filing of each United States patent application by Fair, Isaac on any innovation produced by Consultant either solely or jointly with others.

Fair, Isaac may elect at any time after the disclosure by a Consultant of any innovation covered by Paragraph 2 of this Section, Covenants, to renounce its interest in said innovation, in which case Consultant may proceed either solely or with others to make application for a patent or patents covering the disclosed innovation.

4. Fair, Isaac hereby acknowledges and informs Consultant that this agreement shall not apply to any invention for which Consultant can show the following: (a) no equipment, supplies, facility, or trade secret information of Fair, Isaac was used for it and/or in developing it; (b) the invention was developed entirely on Consultant's own time; and (c) the invention does not result from any work performed by Consultant for Fair, Isaac, either in his former capacity as an employee or as a consultant.
5. The ideas, inventions, information, and data listed or identified in Attachment A are ones which Consultant claims are excluded from this Agreement, being material to which Consultant had or claimed an interest before the time of his engagement by Fair, Isaac.

Consultant covenants that Attachment A is complete. If no entry is made on Attachment A, (i) Consultant represents that he has no such ideas, inventions, information or data at the time of signing this Agreement, or (ii) Consultant hereby irrevocably assigns to Fair, Isaac a royalty-free license for the

exploitation and use of any such inventions, information or data to the fullest extent of Consultant's rights therein.

6. At no time shall Consultant use in the course of his engagement by Fair, Isaac any secret or confidential information of any third party unless such use is authorized in writing by such party. Unauthorized use may be cause for discharge of Consultant from Fair, Isaac.
7. To the extent any pre-existing materials are submitted by Consultant to Fair, Isaac, Consultant grants to Fair, Isaac an irrevocable license to: (1) use, execute, reproduce, display, distribute (internally or externally) copies of and prepare derivative works based on such pre-existing materials and derivative works thereof, and (2) authorize others to do any or some of the foregoing. Consultant agrees to treat all materials developed for this engagement incorporating any such pre-existing procedures, processes, information, ideas, concepts, designs, inventions or other such items as confidential and of value to Fair, Isaac.
8. Neither Fair, Isaac nor Consultant shall have the right to assign this Agreement or any right or obligation hereunder; provided, however, that upon the sale of all or substantially all of the assets, business, and goodwill of Fair, Isaac to another, or upon the merger of Fair, Isaac with another corporation, this Agreement shall inure to the benefit of and be binding on Consultant and the purchaser of such assets or business or goodwill, or surviving corporation of such merger or consolidation, as the case may be, in the same manner and to the same extent as though such purchaser or other corporation were Fair, Isaac. This Agreement shall be binding upon Consultant and Consultant's heirs, executors and administrators.
9. This Agreement shall continue in effect until terminated by mutual agreement of Fair, Isaac and Consultant. The confidentiality obligations herein, shall survive the termination of this Agreement.
10. In the event that any of the terms or provisions herein violate any statutory provision or are otherwise unlawful or inoperative, this Agreement shall remain in full force and effect insofar as it does not violate any law and can be carried out as far as possible as is consistent with its tenor and effect.
11. Fair, Isaac and Consultant agree that the services of Consultant to be provided hereunder are of a special, unique, unusual, extraordinary and intellectual character, which give them peculiar value. Accordingly, Fair, Isaac and Consultant agree that in addition to any right Fair, Isaac may have to maintain an action at law for breach of this Agreement, Fair, Isaac shall have the right to

seek redress by way of specific performance, injunction, or other appropriate remedy.

12. The following, or substantially similar provisions, appears in the contracts Fair, Isaac enters with our Customers. Consultant acknowledges that he has read the contract section set forth below and that he has been advised of and understands the confidential nature of the information provided to Fair Isaac; and agrees that he will not release or disclose such information.

**CUSTOMER INFORMATION CONFIDENTIALITY AGREEMENT**

**Confidentiality.** Fair, Isaac agrees to maintain the confidentiality of all data provided by Customer during the course of this contract and of all of the results of any analysis based on such data, and to indemnify and to hold Customer harmless from and against any claim, loss, or expense that Customer may suffer as a result of negligent failure on the part of Fair, Isaac to do so. Fair, Isaac further agrees that the usage of Customer's clientele record data shall be limited to the production of products and services for Customer's own proprietary use or for general product research and development, and that in no case will any use be made or cognizance be taken of the identity of individuals or institutions whose records are utilized. Customer may elect to transmit any such records to Fair, Isaac with the identification fields, other than account numbers, obliterated. However, Fair, Isaac has no obligation to safeguard any material provided by Customer if such material is publicly available or is demanded by a lawful order from any court or any body empowered to issue such an order. Fair, Isaac agrees to notify Customer promptly of the receipt of any such order, and to provide Customer with a copy of the order. The provisions of this paragraph shall survive any termination of this contract.

Through execution of this Agreement, Consultant states that he is aware of the confidential nature of the information provided to Fair, Isaac by all customers and that he understands his obligation to maintain confidentiality.

THEREFORE, we have executed this Agreement as of the day and year first above written.

FAIR, ISAAC AND COMPANY, INCORPORATED

By: Larry E. Rosenberger  
Larry E. Rosenberger, President and CEO

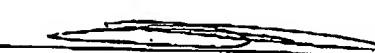
John H. Perlis-Consultant

## ATTACHMENT "A" TO NON-DISCLOSURE AGREEMENT

The following list of ideas, inventions, information, and data is provided pursuant to Paragraph 5 of the Covenants Section in the Non-Disclosure Agreement between Fair, Isaac and the undersigned Consultant. If there are no entries to be made, so state. Use additional pages as needed. Indicate below total number of pages used.

*no entries* 2

Total pages  
in Attachment A: \_\_\_\_\_

  
Consultant

Date: 4/5/99

For Fair, Isaac and Company, Incorporated

Jay E Rosenbogen

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